

ORDINANCE NO. 186  
(ROBERTS PROPERTY)

AN ORDINANCE ANNEXING TO THE CITY OF STAR CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF CANYON COUNTY, IDAHO, AND CONTIGUOUS TO THE CITY OF STAR, ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS RESIDENTIAL WITH A DEVELOPMENT AGREEMENT (R-2DA) OF APPROXIMATELY FOUR (4) ACRES; DIRECTING THAT CERTIFIED COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; PROVIDING FOR RELATED MATTERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Star, Ada County, Idaho ("the City"), is a municipal corporation organized and operating under the laws of the State of Idaho and is authorized to annex and to incorporate within the boundaries of the City contiguous real property in the manner provided by Section 50-222, Idaho Code; and

WHEREAS, the owners of the real property situated in the unincorporated areas of Canyon County and particularly described in Section 2 of this Ordinance have requested, in writing, annexation of said real property to the City of Star; and

WHEREAS, the Mayor and Council, held a public hearing on December 4, 2007 on the proposed annexation and zoning of the property described in Section 2 below, as required by Section 67-6525, Idaho Code, and determined that the requested annexation should be granted and that the annexed property should be zoned Residential with a Development Agreement (R-2DA) pursuant to the Zoning Ordinance of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF STAR, IDAHO, as follows:

Section 1: The Mayor and Council of the City of Star, Idaho, hereby find and declare that the real property described in Section 2 of this Ordinance is contiguous to the City, that said property can be reasonably assumed to be used for orderly development of the City, that the owner of said property has requested, in writing, annexation of said property by the City, and that the requirements of Section 50-222, Idaho Code, for annexation of said property, have been satisfied.

Section 2: The real property, described in the attached Exhibit A, situated in Canyon County, Idaho, is hereby annexed into the City of Star. From and after the effective date of this Ordinance, the residents and other occupants and property owners within such area shall enjoy all the rights and responsibilities and shall be subject to all ordinances, resolutions, police regulations, taxation and other powers of the City of Star as their fellow residents, occupants, and owners within the City of Star.

Section 3: The zoning land use classification of the land described in Section 2 above, is hereby established as Residential with a Development Agreement (R-2DA)

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District, as provided by the Zoning Ordinance of the City. The Zoning Map of the City is hereby amended to include the real property described in Section 2 above in the Residential with Development Agreement (R-2DA), land use classification.

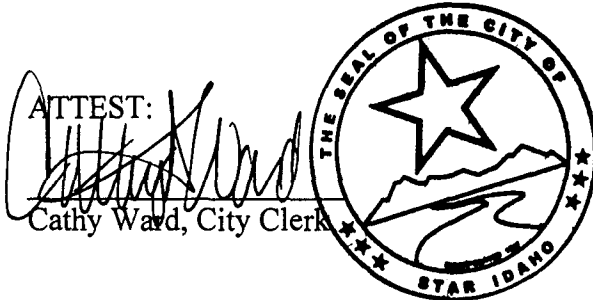
Section 4: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Canyon County, Idaho, and with the State Tax Commission, Boise, Idaho, as required by Section 50-223, Idaho Code, and to comply with the provisions of Section 63-215, Idaho Code, with regard to the preparation and filing of a map and legal description of the real property annexed by this Ordinance.

Section 5: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code maybe be published.

DATED this 12th day of February, 2008.

CITY OF STAR  
Ada County, Idaho

By: Nathan Mitchell  
Nathan Mitchell, Mayor



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*Richard Robert*  
~~JAY ROBERT~~ *And Shirley Robert*

PARCEL 2

A parcel of land located in the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 1, Township 4 North, Range 2 West, B.M., Canyon County, Idaho and more particularly described as follows:

Beginning at a  $\frac{5}{8}$  inch rebar from which a  $\frac{5}{8}$  inch rebar marking the Northwest corner of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 1 bears S  $89^{\circ}36'00''$  W a distance of 725.93 feet,

Thence along the North line of said Southwest  $\frac{1}{4}$  N  $89^{\circ}36'00''$  E a distance of 611.60 feet to a  $\frac{5}{8}$  inch rebar marking the Northeast corner of said Southwest  $\frac{1}{4}$ ;

Thence leaving said North line and along the East line of said Southwest  $\frac{1}{4}$  S  $00^{\circ}37'55''$  W a distance of 291.00 feet to a  $\frac{5}{8}$  inch rebar;

Thence leaving said East line N  $89^{\circ}22'05''$  W a distance of 611.50 feet to a  $\frac{5}{8}$  inch rebar;

Thence N  $00^{\circ}37'55''$  E a distance of 279.98 feet to the POINT OF BEGINNING.

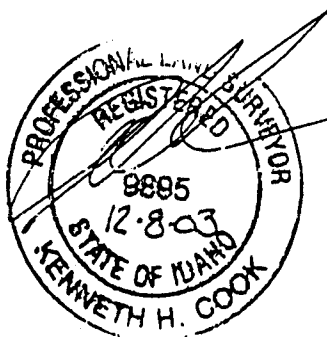
Said parcel contains 4.00 acres more or less and is subject to any and all easements or rights-of-ways on record or implied.

Basis of Bearing:

The North line of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 1, Township 4 North, Range 2 West, B.M., taken as North  $89^{\circ}36'00''$  East.

END OF DISCRIPTION

Prepared by:  
Kenneth H. Cook, P.L.S. 9895  
Leavitt & Associate Engineers  
1324 1<sup>st</sup> Street South  
Nampa, Idaho 83651



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1. Connection to City Services. Owner, or his respective successors, heirs, and/or assigns, agrees that for each and every piece or parcel of real estate or structure located on the subject Property, it shall connect, whether vacant or not, with all water and gas mains, sewers, and other conduits or City services when any part of said Property is situated within three hundred feet (300') of the City sewer system and shall install all necessary appurtenant or ancillary devices or other requirements or standards adopted by the City and the State of Idaho including, but not limited to, water closets, wash stands, sinks and other plumbing and plumbing devices and other such requirements or standards.
  - a. Owner is responsible for the entire costs to extend the services to the Property.
  - b. All such improvements shall be designed and constructed in accordance with the standards and specifications approved by the State of Idaho, Department of Health and Welfare, Division of Environment and the City.
  - c. Owner shall have three (3) months from the time of notification of availability of City services from the City within which to comply with this requirement.
2. City Connection Fees. Owner, or his respective successors, heirs, and/or assigns, agrees to pay the City's sewer connection fee and any other associated fees in effect at the time of connection to the City's sewer and water system.
3. City Service Rates. Owner, or his respective successors, heirs, and/or assigns, agrees to pay the sewer service rates, water service rates, and other applicable rates if connected to the City's systems, charged by the City, and as determined and set by the City from time to time.

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## ANNEXATION AGREEMENT REQUIRING CONNECTION TO CITY SERVICES

**THIS AGREEMENT** is made and entered into this 28th day of December, 2007, by and between Richard V. Robert of 6795 Mountain Springs Lane, Star, Idaho 83669, hereinafter referred to as the "Owner," and the City of Star, a municipal corporation of the State of Idaho, hereinafter referred to as "City".

### WITNESSETH:

**WHEREAS**, the City of Star is a municipal corporation created pursuant to the laws of the State of Idaho and has the power to enter into agreements and to provide public utilities as provided by Idaho Code Title 50, Chapter 3;

**WHEREAS**, the Owner desires to annex to City with a zoning designation of R-2 certain property consisting of approximately four (4) acres generally located east of Blessinger Road, approximately one mile north of State Highway 44, and ¼ mile south of Foothill Road; more particularly described on Exhibit "A," which is attached hereto, incorporated herein, and made a part hereof (such property is hereinafter referred to as the "Property"); and

**WHEREAS**, Owner acknowledges that upon annexation, the Property will be subject to all ordinances, resolutions, and other regulations of the City, subject to this Agreement, and as they may be amended from time to time; and

**WHEREAS**, City water and sewer services are currently not located within three hundred feet of the subject property, but Owner acknowledges that said connection to City services shall be so required.

**WHEREAS**, the City of Star desires to annex the subject Property into its corporate limits when it becomes contiguous to the City's boundary and to provide municipal ~~sewer service~~ to the Property, when said Property is within three hundred feet of a ~~sewer line~~; and

**NOW THEREFORE**, in consideration of the promises and mutual benefits, representations, covenants, undertakings, and agreements hereinafter contained and for good and valuable consideration received by the parties, which consideration and the sufficiency thereof is hereby acknowledged by the parties hereto, the City and Owner represent, covenant, undertake, and agree as follows:

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9. No Waiver or Relinquishment of Right to Enforce Agreement. Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions contained in this Agreement imposed upon any other party shall not constitute a waiver or relinquishment of any party's right to subsequently enforce the term, covenant, agreement or condition, but the term, covenant, agreement or condition shall continue in full force and effect.
10. No Third Party Beneficiaries. This Agreement shall not be construed to create any rights in any person or entity who is not a signatory to this Agreement and no person or entity may claim the status of a third-party beneficiary of this Agreement.
11. City Approval or Direction. Where City approval or direction is required by this Agreement, this approval or direction means the approval or direction of the Corporate Authorities of the City unless otherwise provided or required by law, and this approval may be required to be given only after and if all requirements for granting the approval have been met unless the requirements are inconsistent with this Agreement.
12. Singular and Plural. Wherever appropriate in this Agreement, the singular shall include the plural, and the plural shall include the singular.
13. Section Headings and Subheadings. All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions under the headings whether covered or relevant to such heading or not.
14. Recording. A copy of this Agreement and any amendment to this Agreement shall be recorded in the office of the County Records office for Canyon County.
15. Entire Agreement and Amendments in Writing. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between Owner and the City relative to the subject matter of this Agreement, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than those that are set out in this Agreement. Except as otherwise provided here, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless authorized in accordance with law and reduced in writing and signed by them.

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4. Installation Costs. Owner, or his respective successors, heirs, and/or assigns, agrees to pay for all associated costs for installation of sewer, water, and other applicable City services to the Property and shall coordinate with the contractor of the project for construction of said service in accordance with all applicable requirements and standards of the City, State, and other jurisdictional agencies.
5. Failure to Timely Connect. If said Owner shall fail, neglect or refuse within the time indicated to comply with the requirements of this Agreement, the City may contract for and make connections aforesaid, at such distances, under such regulations and in accordance with such specifications as may be prescribed by the City, and the whole costs of such connections shall be assessed and collected against said Property in the same manner as other city taxes.
6. Easements. Owner, or his respective successors, heirs, and/or assigns shall grant to the City any and all permanent easements necessary for the operation, maintenance, repair, and replacement of the sewer, water, and other utility lines, as well as easements providing reasonable access to said services to the nearest right-of-way.
7. Binding Effect. This Agreement shall run with the land and be binding upon and inure to the benefit of the parties, successor Owners of record of the Property, assignees, lessees and upon any successor municipal authorities of the City.
8. Warranties and Representations. The Owner represents and warrants to the City as follows:
  - A. That it is the owner in fee simple of the Subject Property; and
  - B. That Owner has provided the legal descriptions of the property set forth in this Agreement and that the legal descriptions of the land to be annexed will be substantially similar to the legal descriptions provided herein.

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STATE OF IDAHO                    )  
  ) ss.  
County of ADA                    )

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, the undersigned notary public in and for said state, personally appeared Nathan Mitchell, Mayor of the City of Star, known or identified to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he has the authority to execute and executed the same for the purposes therein contained on behalf of the City of Star.

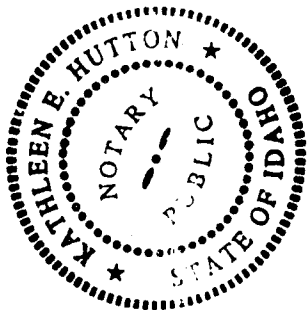
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public of Idaho  
Residing at \_\_\_\_\_  
Commission Expires \_\_\_\_\_

STATE OF IDAHO                    )  
  ) ss.  
County of Canyon Ada                    )

On this 28 day of December, 2007, before me, the undersigned notary public in and for said state, personally appeared Richard U. Robert, known or identified to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he has the authority to execute and executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



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ANNEXATION AGREEMENT REQUIRING CONNECTION TO CITY SERVICES - 6

Kathleen E. Hutton  
Notary Public of Idaho  
Residing at Star, ID  
Commission Expires 3-22-08

REQUEST Star City  
TYPE Ann FEE

WILLIAM B. HURST  
CANYON CITY RECORDER  
BY W. Hurst

2008 FEB 25 PM 3 35

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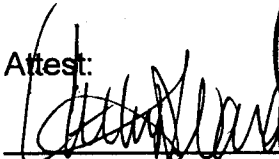
16. Severability. If any provision of this Agreement is held invalid by a court of a competent jurisdiction or in the event a court shall determine that the City does not have the power to perform a disputed provision, the provision shall be deemed to be excised from this Agreement and invalidity shall not affect any of the other provisions contained here, and the judgment or decree shall relieve the City from performance under the invalid provision of this Agreement.
17. Execution of Agreement. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original but all of which together constitute one and the same instrument. This Agreement shall be signed last by the City and the Mayor of the City shall affix the date on which he signs this Agreement on page 1. This date shall be the effective date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first set forth above.

CITY OF STAR


By   
Mayor Nathan Mitchell

Attest:

  
Cathy Ward, City Clerk

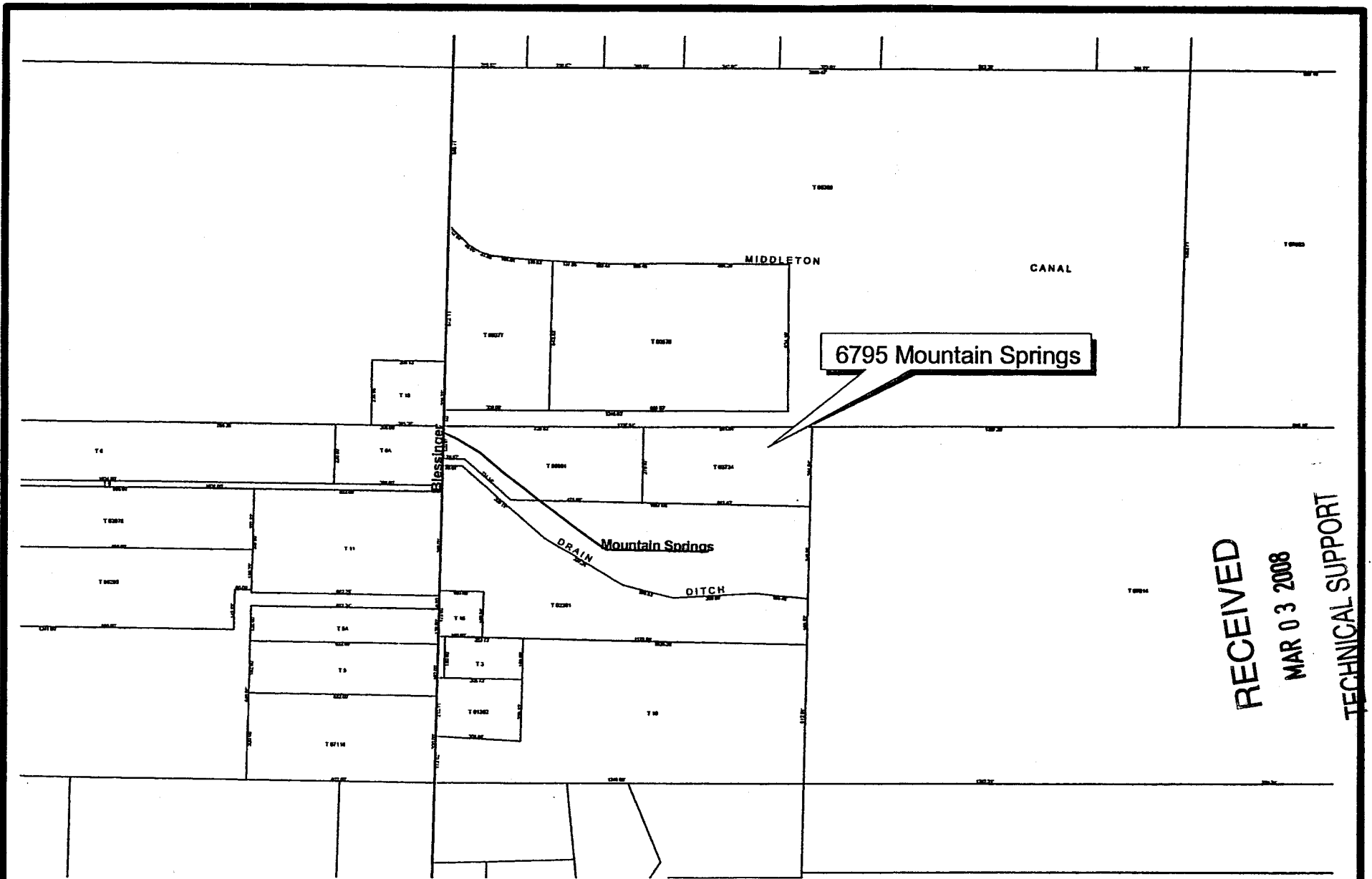


PROPERTY OWNER

By   
Richard V. Robert  
6795 Mountain Springs Lane  
Star, ID 83669

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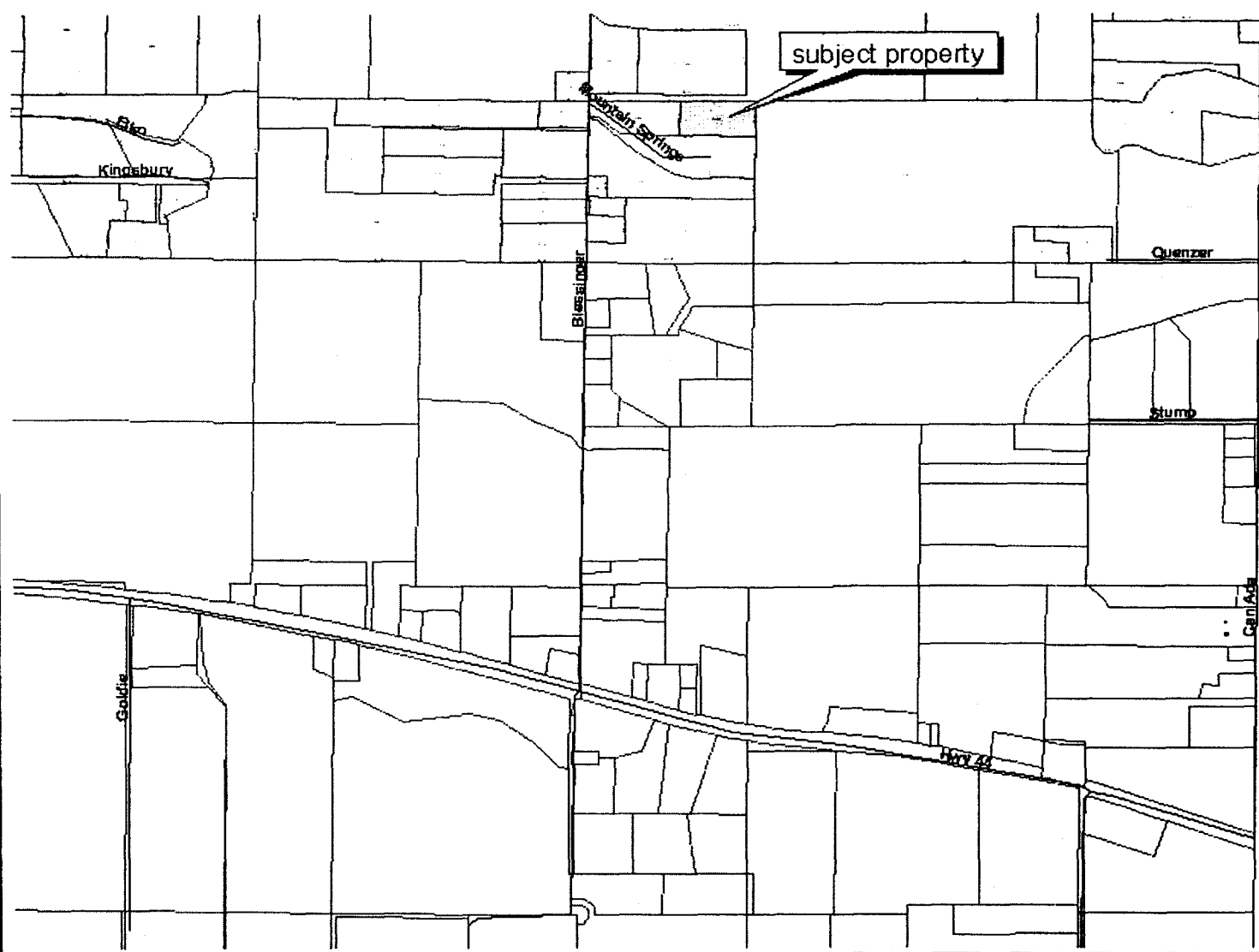
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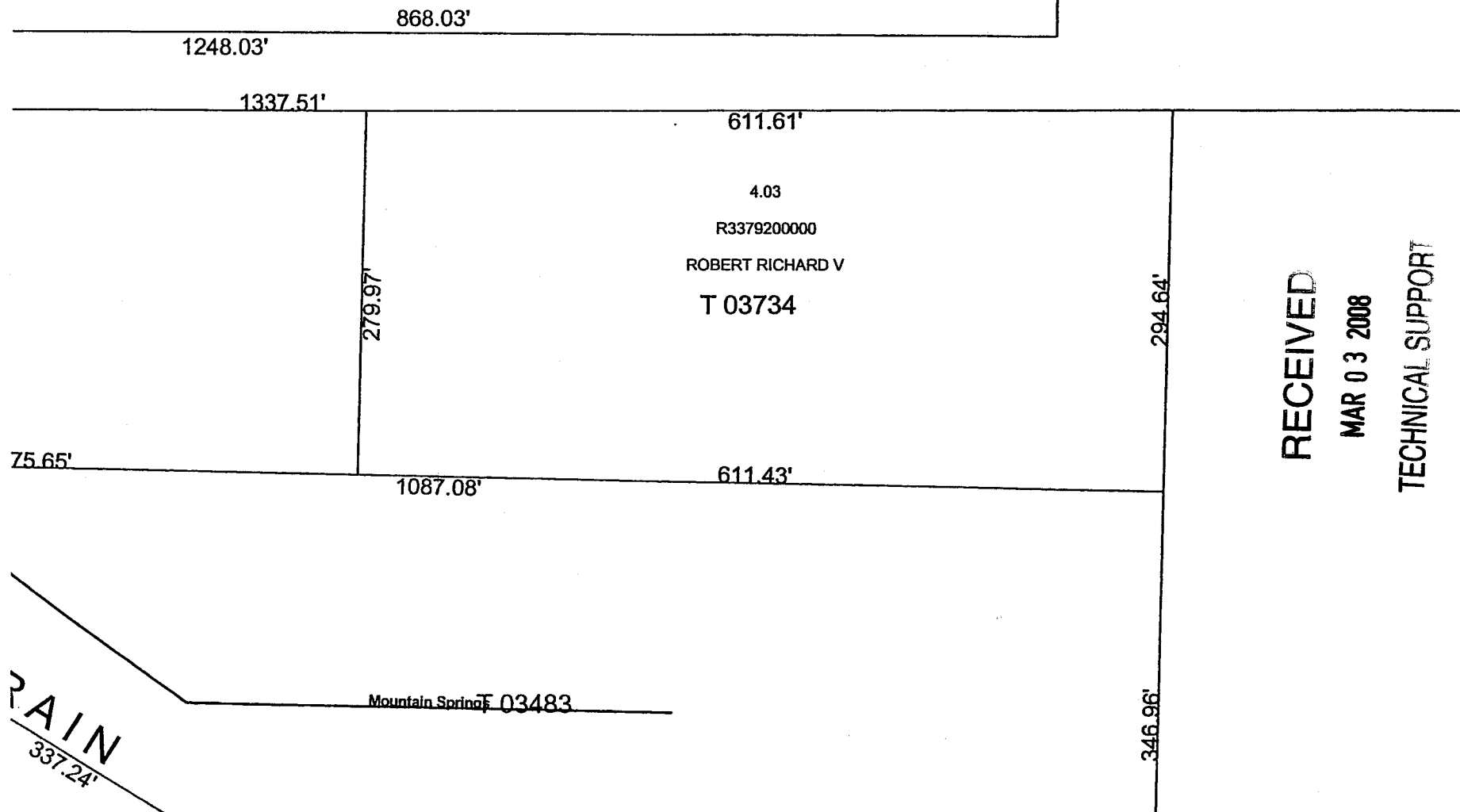
Map Created: February-13-2008

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